

**REVISED**

**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

Name of Registrant	Name of Foreign Principal
Luxcore, Ltd.	Luxembourg Board of Economic Development 4901

Check Appropriate Boxes:

- ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
- ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Activities are conducted on an hourly basis, and billed to client at a rate of \$65. per hour. Any advertising conducted on behalf of the Client is billed at industry standard commission. Billing is monthly, invoiced at the end of each month. Terms are 30 days. Contract covers a 12-month period, renewable at expiration upon agreement between Client and Luxcore, Ltd.

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REGISTRATION UNIT

**REVISED**

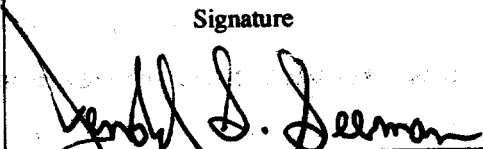
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Providing counseling and formulating public relations plans; preparing and disseminating news releases, feature articles, public announcements, and background information for magazines, newspapers, periodicals, radio and television stations and other media; representing Client before and counseling the Client with regard to various publics; staging and conducting meetings, conferences and other gatherings. Contacting American businesses and business organizations on Client's behalf.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>  
Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Media relations with trade and business print media are conducted, as well as editorial and press briefings. Advertising is created and placed in newspapers and specialized trade publications; conferences may be sponsored or participated in by Client representatives; receptions may be hosted by Client representatives and supported by media relations; a cultural event may be staged which would tour various American cities. The intended audience of these activities is American senior business executives and consultants. The objective of these activities is to identify American businesses which intend to expand their operations to Europe, and to encourage them to establish any such operations, financial companies or holding companies, within the Grand Duchy of Luxembourg. Initially, corporate executives will be contacted by telephone to determine their interest in attending meetings at which these opportunities could be discussed.

Date of Exhibit B	Name and Title	Signature
October 6, 1994	Jerrold S. Seeman President and CEO Luxcore, Ltd.	

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Jerrold S. Seeman, Esq.  
President and Chief Executive Officer

March 25, 1994

Luxembourg Board of Economic Development  
The Luxembourg House  
17 Beekman Place  
New York, N.Y. 10022

Attention: Mr. Egide Thein

RECEIVED  
DEPT. OF JUSTICE  
CRIMINAL DIVISION  
94 OCT 14 AM 9:35  
INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

Dear Mr. Thein:

This letter will confirm the agreement entered into by and between the Luxembourg Board of Economic Development ("Client") and Luxcore, Ltd., for the execution of a national communications program in the United States for 1994, as follows:

1. Services

a. Basic Services. Luxcore, Ltd. will render such professional services ("Basic Services") as the Client shall from time to time request. The national program shall be focused primarily upon advertising, which shall be created and placed in close coordination with the Consulate of Luxembourg in San Francisco. Public relations activities shall also be conducted within the national communications program, also in collaboration with the Consulate of Luxembourg in San Francisco. The Basic Services of the national communications program may include:

- i. counseling;
- ii. the creation and placement of print advertising in national print media;
- iii. formulating public relations plans;
- iv. preparing and disseminating news releases, feature articles, public announcements and background information for magazines, newspapers, periodicals, radio and television stations and other media;
- v. representing the Client before and counseling the Client with regard to various publics; performing the following services, only if requested by Client: writing and producing films, direct mail materials, video tapes, flip charts, booklets and other promotional materials;
- vi. staging and conducting meetings, conferences and other gatherings.

b. Special Services. In addition to the Basic Services, Luxcore, Ltd. is prepared to provide additional services for such projects and products as Client shall from time to time request. Before Luxcore, Ltd. begins any such Special Services, Client and Luxcore, Ltd. shall agree upon Luxcore, Ltd.'s compensation therefor.

## 2. Compensation

Client agrees to pay Luxcore, Ltd. for its services as follows:

a. The minimum period of the assignment will be twelve months. The total budget for the 1994 national communications program will not exceed \$50,000., including out-of-pocket expenses. All staff charges will be at an hourly

rate of \$65. per hour. Advertising will be billed at standard published rates.

b. Client agrees to pay Luxcore, Ltd. for all charges and out-of-pocket expenses incurred by Luxcore, Ltd. in servicing Client's account. Such amounts will be determined in accordance with Luxcore, Ltd.'s billing rates and practices in effect at the time. Out-of-pocket expenses, including travel and accommodations, incurred by Luxcore, Ltd., and outside supplier costs, such as printing, finished art and mechanical production, will be billed at net cost.

c. Client shall reimburse Luxcore, Ltd. (without mark-up) for all expenses incurred for the entertainment of editorial and other parties whom Client has requested Luxcore, Ltd. to entertain.

### 3. Billing Procedures

a. On or about the end of each Billing Month during the term of this Agreement, Luxcore, Ltd. will send Client an invoice for the hourly time charges and out-of-pocket expenses incurred by Client during that month.

b. If Client fails to make any payment due hereunder within thirty (30) days after the same falls due, Client shall pay, in addition to the amount due, interest thereon at the prime rate of interest charged by the Republic National Bank, as of the due date of such payment.

c. Client and Luxcore, Ltd. shall review from time to time, and adjust as then agreed, the amount established in Section 2a.

### 4. Term and Termination

a. The term of this Agreement shall commence as of April 1, 1994 and continue until terminated by either party after the twelve months, giving the

other thirty (30) day's prior written notice. Client shall pay all charges and out-of-pocket expenses incurred up to the effective date of such termination. Upon completion of the minimum period of assignment, Client and Luxcore, Ltd. shall review the terms of the contract to allow its renewal or termination.

b. Upon the effective date of the termination of this Agreement, all property in Luxcore, Ltd.'s possession belonging to Client pursuant to Section 5 hereof and all contracts for services and materials entered into by Luxcore, Ltd. for Client shall be turned over and/or assigned to Client.

5. Ownership

All slogans and publicity materials submitted or developed by Luxcore, Ltd. for Client during the term of this Agreement and paid for by Client and which Client uses at least once prior to the termination hereof of which Client indicates in writing to Luxcore, Ltd. during the term hereof as being specifically within the designated plans for adoption and exploitation by Client, shall be, as between Luxcore, Ltd. and Client, Client's property exclusively. All such materials not so used or designated shall be, as between Luxcore, Ltd. and Client, Luxcore, Ltd.'s property exclusively.

6. Indemnification

a. Client shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, industry and services which it furnishes to Luxcore, Ltd. It will be Client's responsibility to review all publicity or other materials prepared by Luxcore, Ltd. under this Agreement to confirm that all representations, direct or implied, are supportable by objective data then possessed by Client, as well as to confirm the accuracy and legality of the descriptions and depictions of Client's products and services and/or competitive products or services described or depicted. Accordingly, Client shall indemnify and hold Luxcore, Ltd. harmless from and against any

and all losses, damages, liabilities, claims, demands, suits and expenses (including reasonable attorney's fees) that Luxcore, Ltd. may incur or be liable for as a result of any claim, suit or proceeding made or brought against Luxcore, Ltd. based upon or arising out of (a) any publicity or other materials created, placed, prepared or produced by Luxcore, Ltd. or other service performed by Luxcore, Ltd. for Client; (b) any alleged or actual defects in Client's products or services; (c) allegations that the manufacture, sale, distribution or use of any of Client's products or services violates or infringes upon the copyright, trademark, patent

or other rights of any third, party, and (d) allegations that the promotion of any of Client's products or services induces, promotes, or encourages the violation or infringement upon the copyright, trademark or other rights of any third party.

7. Agency/Client

In purchasing materials or services on Client's behalf, Luxcore, Ltd. will be acting as Client's agent, and all orders placed and contracts entered into by Luxcore, Ltd. for such purposes with its suppliers and other persons may so state.

8. Entire Agreement

This Agreement constitutes the entire agreement with respect to the subject matter hereof, and may only be modified or amended in writing signed by the party to be charged.

9. Construction

This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

10. Titles

Titles are for references only. In the event of a conflict between a title and the content of a section, the content of the section shall control.

Luxcore, Ltd. and Client have indicated their acceptance and approval of the foregoing by signing in the spaces provided below.

Very truly yours,

Luxcore, Ltd.

By: Jerrold S. Seeman March 25, 1994  
Jerrold S. Seeman, Esq. Date  
President and  
Chief Executive Officer

Accepted and agreed to by:

Luxembourg Board of Economic Development



By: Egide Thein September 22, 1994  
Date

Title: Consul General